

23

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT of MICHIGAN
SOUTHERN DIVISION**

**EDWARD BELL,
Plaintiff**

CIVIL ACTION: 06-15444

**DISTRICT JUDGE PAUL V. GADOLA
MAGISTRATE JUDGE DONALD A. SCHEER**

V.

**JP MORGAN CHASE BANK,
Defendant**

**Plaintiff
Edward Bell
24121 Ithaca
Oak Park, Mi 48237**

07 JAN 18 11:09

FILED

AMENDED COMPLAINT OF CIVIL FRAUD

NOW COMES the Plaintiff, Edward Bell, in propria persona by an amended complaint. This claim is brought upon the Defendant JP MORGAN CHASE BANK a corporation by the Plaintiff Edward Bell the cause of action for this claim is authorized under the respondeat superior doctrine , civil fraud, rental contract, committing fraud upon the court , and fraud by misrepresentation. There is other pending or resolved civil action arising out of the same transaction or occurrence as alleged in this amended complaint. This action is not intended to harass or delay any proceeding with the Defendant.

STATEMENTS OF FACTS

JURISDICTION

1. This action is brought on behalf of the Plaintiff Edward Bell in pro per who is a citizen or principle place of business is the State of Michigan.
2. The Defendant is a citizen or principle place of business is in the State of New York (Headquarter) , or a citizen or principle place of business is in the State of Texas (Executive Branch)..

3. This court is a court of limited jurisdiction , this court has jurisdiction under diversity of 28 USC. 1332(a)(1).
4. The amount in controversy exceeds the amount of \$75,000

COUNT I CIVIL FRAUD

Cause of action:

5. The cause of action is brought by fraud by misrepresentation by the Defendant leading me to believe that they were the holder of due course of my property and was authorized to start a foreclosure by advertisement procedure sees exhibit 1 Sheriff's Deed page 3 and was not the holder of any note dated July 26,2005.
6. The cause of action is based on the fact the Defendant obtained a Sheriff's Deed based on fraud by misrepresentation stating that the evidence of sale was duly published and a copy was duly posted in a conspicuous place upon the premises see exhibit 1 page one of Sheriff's Deed highlighted.
7. The Defendant JP MORGAN CHASE BANK hired ORLAN ASSOCIATES P.C. to do a foreclosure by advertisement and eviction on my property located at 5575 Haverhill St. in Detroit Mi 48224 (see Exhibit 2 number 4 of affidavit from JP MORGAN CHASE BANK attorneys) based on a mortgage I had no knowledge of..
8. I purchased the property for one dollar see exhibit 3 of bill of sale from Anthony Black the same signature on the Warranty Deed see exhibit 4 in which an attorney from ORLANS ASSOCIATES P.C. probably place into the record in case number 06-11550 without my signature by mistake
9. The Defendant committed fraud by misrepresentation by leading me to believe that my property was being foreclosed upon on July 26,2005 when there is no proof that JP MORGAN CHASE BANK was the holder in due course nor assigned any mortgage on my property see exhibit 1 third page of Sheriff Deed authorizing/advertising a sale.
10. There is no proof or evidence of JP MORGAN CHASE BANK being assigned any instrument regarding my property prior to July 26, 2005 recorded at the Wayne County Register of Deeds located in Detroit, Michigan.

11. The foreclosure by advertisement is fraudulent/void based on MCL 600.3201, the procedure in the case and manner specified in that chapter was not performed..
12. The fraudulent procedure of a foreclosure sale was recorded at the Wayne County Register of Deeds and then uses the U.S. Post Office to mail the fraudulent/void documents to their employees address see page 5 of Sheriff's Deed (when drafted send to) in exhibit 1.
13. JP MORGAN CHASE BANK retained ORLANS ASSOCIATES P.C. according to an affidavit signed by an employee of ORLANS ASSOCIATES P.C. see exhibit 2 number 4.
14. Under the Respondeat Superior Doctrine JP MORGAN CHASE BANK is responsible for his employee(s) or agent(s) acts committed within scope of the employment.
15. ORLANS ASSOCIATES P.C. filed a claim on the behalf of JP MORGAN CHASE BANK in 36th District Court obtaining a judgment for possession of my property with the fraudulent/void documents which is fraud upon the court in which I am entitled to sanctions for the Defendant attorney for filing a frivolous claim MRC 2.114(E)(F).
16. JP MORGAN CHASE BANK retained ORLANS ASSOCIATES P.C. who is in fact an attorney office (officer of the Court) see also page 3 of exhibit 1 Sheriff's Deed and exhibit 2 number 4,5, and 6 authorizing a foreclosure by advertisement knowing they had no rights to the property July 26, 2005 and granted my property see exhibit 4 of Warranty Deed.
17. JP MORGAN CHASE BANK was granted a writ for eviction and performed an eviction on the property AROUND October of 2006.
18. ORLANS ASSOCIATES P.C. who were in fact retained by JP MORGAN CHASE BANK see exhibit 2 number 4 filed fraudulent/void documents in the Wayne County Register of Deeds deceiving not only me but the City of Detroit, the public , Wayne County Register of Deeds , 36th District Court in Wayne County Detroit, Mi and in Federal Court see documents filed in case 06-11550 filed in the UNITED STATES DISTRICT COURT EASTERN DISTRICT of MICHIGAN..

19. There is no proof recorded at the Wayne County Register of Deed or in the Sheriff's Deed that the property was duly published and a copy therefore was duly posted in a conspicuous place upon the premises described in the mortgage that the premises, or some part of them, would be sold on the 24th day of August, 2005 see high lighted on page 1 of Sheriff's Deed in exhibit 1
20. Due to the fraud of misrepresentation I have been humiliated my tenants moved for fear of eviction, I have not been able to collect rent since October of 2005 of \$1,000 a month, my property contents (stove, refrigerator, washer, dryer, and around two hundred gallon fish tank) was taken as a result of this fraud.
21. I was notified of the foreclosure by advertisement by one of my tenants who stated that someone from ORLAND ASSOCIATES P.C. came by the property asking questions sometime in October of 2005 stating that the property was foreclosed upon and they must move
22. On March 16, 2006 JP MORGAN CHASAE BANK was granted possession.

PLAINTIFF RELIEF SOUGHT

23. Plaintiff seeks money judgment from the Defendant for damages for fraud by misrepresentation under the guidelines of the court or \$1,000,000 or both.
24. A declaratory judgment from this court correcting the damages done injuring the Plaintiff.
25. A declaratory judgments voiding fraudulent documents order there removal from the Wayne County Register of Deeds.
26. Plaintiff seeks money judgment from Defendant for using the U.S.P.S. to mail fraudulent/void documents concerning my property under the guild lines of this court or \$1,000,000 or both.
27. Plaintiff seeks money judgment from the Defendant for filing fraudulent/void documents concerning my property at the Wayne County Register of Deed under the guidelines of this court or 1,000,000 or both.

28. Plaintiff seeks money judgment for committing slander and defamation of character posting fraudulent/void documents to the public of \$1,000,000.00 or guidelines of the court or both.
29. Seek money judgments under the following US. Codes 18USC.1621,18 USC.1346,18 USC.1342, 18 USC.1341, 18 USC. 1021 18 USC. 1001(a)(3), 18 USC 1001 (a) (2) 18 USC. 241, 18 USC. 662, 18 USC. 1001(a) (1), 18 USC. 1363 of \$1,000,000.00 each or guidelines of the court or both.
30. I also seek punitive and compensatory damages form the Defendant under Michigan guidelines at the court discretion.

COUNT II BREACH OF CONTRACT

31. In February of 2006 a notary Yvonne Cross sent JP MORGAN CHASE BANK authorized representative an unilateral contract (see exhibit 6) if possession was taken.
32. A one year rental was agreed upon when JP MORGAN CHASE BANK took possession.
33. JP MORGANCHASE BANK agreed to pay \$600,000.00 when possession was taken unlawful and by force by a fraudulent/void eviction.
34. Possession was taken based on a fraudulent/void Sheriff's Deed.

PLAINTIFF RELIEF SOUGHT

35. Plaintiff seeks money damages of \$600,000.00. For rental property.

I Edward Bell affirm this amended complaint to be actually facts and not misleading in any way.


Edward Bell/Plaintiff

Exhibit 1



\$79.20 TRANSFER TAX COUNTY
Receipt #100471

RECORDED
BERNARD J. YOUNGBLOOD, REGISTER OF DEED
WAYNE COUNTY, MI

\$21.00 DEED

\$6.00 REMUNERATION

\$25.00 HANDLING FEES

FILE DO NOT MAIL

SHERIFF'S DEED ON MORTGAGE FORECLOSURE

THIS INDENTURE made the 24th day of August, 2005 between Marshall Brooks a deputy sheriff in and for Wayne County, Michigan, party of the first part, and JPMORGAN CHASE BANK FORMERLY KNOWN AS THE CHASE MANHATTAN BANK SUCCESSOR BY MERGER TO CHASE BANK OF TEXAS NATIONAL ASSOCIATION, FORMERLY KNOWN AS TEXAS COMMERCE BANK, N.A. AS TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN TRUST 2005-FF1 By: Saxon Mortgage Services, Inc. As its Attorney-In-Fact, 4708 Mercantile Drive North, Fort Worth, TX, 76137, party of the second part (hereinafter called the grantee).

Witnesseth, that whereas, Edward Bell, a single man whose address is 5575 Haverhill, Detroit, MI 48224, made a certain mortgage to Mortgage Electronic Registration Systems, Inc. (hereinafter called "Mortgagee"), which was duly recorded in the office of the Register of Deeds of Wayne County in Liber 41908, Page 898, Wayne County Records. Said mortgage is now held by JPMorgan Chase Bank formerly known as The Chase Manhattan Bank successor by merger to Chase Bank of Texas National Association, formerly known as Texas Commerce Bank, N.A. as Trustee for First Franklin Mortgage Loan Trust 2005-FF1 by: Saxon Mortgage Services, Inc. as its attorney-in-fact by assignment submitted to and recorded by the Wayne County Register of Deeds.

WHEREAS, said mortgage contained a power of sale which has become operative by reason of default in the terms and conditions of the mortgage; and

WHEREAS, no suit or proceeding at law or in equity has been instituted to recover the debt secured by the mortgage or any part thereof; and

WHEREAS, by virtue of the power of sale, and pursuant to the statutes of the State of Michigan in such case made and provided, a notice was duly published and a copy thereof was duly posted in a conspicuous place upon the premises described in the mortgage that the premises, or some part of them, would be sold on the 24th day of August, 2005, at the Jefferson Avenue entrance to the Coleman A. Young Municipal Center in Detroit, that being the place of holding the Circuit Court for Wayne County wherein the premises are located; and

WHEREAS, pursuant to said notice I did, at 1:00 p.m., local time, on the date stated above, expose for sale at public venue the said lands and tenements described below, and on such sale did strike off and sell the said lands and tenements to the grantee for the sum of Seventy-Two Thousand & 0/100 Dollars (\$72,000.00), that being the highest bid therefore and the grantee being the highest bidder; and

WHEREAS, said lands and tenements are situated in the City of Detroit, Wayne County, Michigan, and are more particularly described as:

Lot 1067, East Detroit Development Company's Subdivision No. 2, as recorded in Liber 36, Page 20 of Plans, Wayne County Records.

Tax# WARD 21 ITEM NO. 070208
More commonly known as 5575 Haverhill.

Now, this indenture Witnesseth, that I, the Deputy Sheriff aforesaid, by virtue of and pursuant to the statute in such case made and provided, and in consideration of the sum of money so paid as aforesaid, have granted, conveyed, bargained and sold, and by this deed do grant, convey, bargain, and sell unto the grantee, its successors and assigns, FOREVER, all the estate, right, title, and interest which the said Mortgagee(s) had in said land and tenements and every part thereof, on 30th day of September, 2004, that being the date of said mortgage, or any time thereafter, to have and to hold the said lands and tenements and every part thereof to the said grantee, its successors and assigns forever, to their sole and only use, benefit and behoove forever, as fully and absolutely as I, the Deputy Sheriff aforesaid, under the authority aforesaid, might, could, or ought to sell the same.

In witness whereof I have set my hand and seal.

Marshall Brooks
Deputy Sheriff in and for the County of Wayne, Michigan

STATE OF MICHIGAN,
COUNTY OF WAYNE

This Sheriff's Deed on Mortgage Sale was acknowledged before me this 24th day of August, 2005, by Marshall Brooks, Deputy Sheriff for Wayne County, Michigan.

CLANDA DIAZ
Notary Public, Wayne County Michigan
My commission expires 08-20-2008

County Revenue Required.
Exempt from State Real Estate Transfer Tax
pursuant to MCLA §207.525(u)

57.25.00

\$79.20

File Number: 244.1520 Loan Type: CONV

3 HD 31-6R 5P 5 ECU

LI-43245

Pg-234

NON-MILITARY AFFIDAVIT

State of Michigan)
)ss.
 County of Oakland)

The undersigned, being first duly sworn, states that upon investigation he is informed and believes that none of the persons named in the notice attached to the sheriff's deed of mortgage foreclosure, nor any person upon whom they or any of them were dependent, were in the military service of the United States at the time of sale or for six months prior thereto; nor the present grantee(s).

The undersigned further states that this affidavit is made for the purpose of preserving a record and clearing title by virtue of the Soldiers' and Sailors' Relief Act of 1940, as amended.

Teta Cao

Subscribed and sworn to before me this
 22nd day of August, 2005

Ann M. Nuttle
 Ann M. Nuttle, Notary Public
 Macomb County Acting in Oakland County, Michigan
 My Commission Expires: 10/22/2007

File Name: Edward Bell

AFFIDAVIT OF AUCTIONEER and
 CERTIFICATE OF REDEMPTION PERIOD

State of Michigan
 County of Wayne

Marshall Brooks

being first duly sworn, deposes and says that he is a Deputy Sheriff of said Wayne County; that he/she acted as Auctioneer, and made the sale as described in the annexed Deed pursuant to the annexed printed notice; that said sale was opened at 1:00 p.m., local time, on the 24th day of August, 2005, Jefferson Avenue entrance to the Coleman A. Young Municipal Center in Detroit, that being the place of holding the Circuit Court for Wayne County, and said sale was kept open for the space of one hour; that the highest bid for the lands and tenements therein described was Seventy-Two Thousand & 0/100 Dollars (\$72,000.00); made by JPMorgan Chase Bank formerly known as The Chase Manhattan Bank successor by merger to Chase Bank of Texas National Association, formerly known as Texas Commerce Bank, N.A. as Trustee for First Franklin Mortgage Loan Trust 2005-FF1 by Saxon Mortgage Services, Inc. as its attorney-in-fact, that said sale was in all respects open and fair, and that he/she did strike off and sell said lands and tenements to said bidders, which purchased the said lands and tenements fairly, and in good faith, as deponent verily believes.

I DO HEREBY CERTIFY that the within Sheriff's Deed will become operative at the expiration of the redemption period, February 24, 2006, unless said date falls on a weekend, at which point the redeeming party or anyone claiming under him, will have until 5:00pm the following Monday to perfect their redemption; OR the property is determined abandoned pursuant to MCLA 600.3241a, in which case the redemption period will be 30 days from the date of sale, OR should the Sheriff's Deed not be recorded within 20 days from the date of the foreclosure sale, in which case the redemption period will be 6 months from the date of recording. The foreclosing mortgagee can rescind the sale in the event a 3rd party buys the property and there is a simultaneous resolution with the borrower.

Marshall Brooks
 Deputy Sheriff
 Wayne County, Michigan

Subscribed and sworn to before me this Twenty-Fourth day of August, 2005.

YOLANDA DIAZ
 Notary Public, Wayne County Michigan
 My commission expires 08-20-2008

DRAFTED BY and when recorded return to:
 Susan C. Myers
 ORLAND ASSOCIATES PC
 P.O. Box 5041
 Troy, MI 48007-5041
 (248) 457-1000

File No: 244.1520

Li-43265

Pa-235

ORLAND Edward Bell

EVIDENCE OF SALE

THIS FIRM IS A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE. PLEASE CONTACT OUR
OFFICE AT THE NUMBER BELOW IF YOU ARE IN ACTIVE
MILITARY DUTY
MORTGAGE SALE

Default has been made in the conditions of a mortgage made by Edward Bell, a single man, to Mortgage Electronic Registration Systems, Inc., mortgages, dated September 30, 2004 and recorded December 29, 2004 in Liber 41908, Page 686, Wayne County Records. Said mortgage is now held by JPMorgan Chase Bank formerly known as The Chase Manhattan Bank successor by merger to Chase Bank of Texas National Association, formerly known as Texas Commerce Bank, N.A., as Trustee for First Franklin Mortgage Loan Trust 2005-FF1 by: Savon Mortgage Services, Inc. as its attorney-in-fact by assignment submitted to and recorded by the Wayne County Register of Deeds. There is claimed to be due on such mortgage the sum of Ninety-two Thousand Five Hundred Sixty-Two and 77/100 Dollars (\$92,562.77) including interest at the rate of 7.80% per annum.

Under the power of sale contained in the mortgage and the statutes of the State of Michigan, notice is hereby given that the mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at public venue at the Jefferson Avenue entrance to the Coleman A. Young Municipal Center in Detroit in Wayne County, Michigan at 1:00 p.m. on August 24, 2005.

The premises are located in the City of Detroit, Wayne County, Michigan, and are described as:
Lot 1067, East Detroit Development Company's Subdivision No. 2, as recorded in Liber 35, Page 20 of Plans, Wayne County Records.

The redemption period shall be 6 months from the date of such sale, unless the property is determined abandoned in accordance with MCLA 600.3241a, in which case the redemption period shall be 30 days from the date of the sale TO ALL PURCHASERS: The foreclosing mortgagee can rescind the sale in the event a 3rd party buys the property and there is a simultaneous resolution with the borrower. In that event, your damages, if any, are limited solely to the return of the bid amount tendered at sale.

Dated: July 28, 2005

ORLAND ASSOCIATES PC

Attorneys for JPMorgan Chase Bank formerly known as The Chase Manhattan Bank successor by merger to Chase Bank of Texas National Association, formerly known as Texas Commerce Bank, N.A. as Trustee for First Franklin Mortgage Loan Trust 2005-FF1 by: Savon Mortgage Services, Inc. as its attorney-in-fact, As Assignee

P.O. Box 6041
Troy, MI 48067-6041
(248) 467-1900
File No. 244.1520
(7-26)(8-23)

(Affidavit of Publisher)

STATE OF MICHIGAN
COUNTY OF WAYNE

Resa T. Rodgers being duly sworn, deposes and says the annexed printed copy of a notice was taken from: Detroit Legal News, a newspaper printed and circulated in said State and County, and that said notice was published in said newspaper on: July 26, August 2, August 9, August 16, August 23 A.D., 2005, that she is the agent of the printers of said newspaper, and knows well the facts stated herein.

Resa T. Rodgers
Resa T. Rodgers

Subscribed and sworn before me this 23rd day of August, A.D. 2005

Dawn M. Keith
Dawn M. Keith Notary Public Oakland County, Michigan

My commission expires December 18, 2007

Acting in Wayne County, Michigan

(Affidavit of Posting)

STATE OF MICHIGAN

COUNTY OF WAYNE

Terry Herbert, being duly sworn, deposed and says that on the 27th day of July A.D. 2005, he posted a notice, a true copy of which is annexed hereto, in a conspicuous place upon the premises described in said notice by attaching the same in a secure manner to the door frame

CIRCLE IF

Multi Unit Mobile/Manufactured Home Vacant No Dwelling

Terry Herbert

Subscribed and sworn to before me this 28th day of July A.D. 2005.

Kevin Morris
Notary Public Wayne County, Michigan

My Commission expires:

Acting in Wayne County Michigan

KEVIN MORRIS
Notary Public, Oakland County, MI
Acting in Wayne County, MI
My Commission Expires May 1, 2010

Li-43265

Pa-236

AFFIDAVIT DECLARING REDEMPTION DESIGNEE

STATE OF MICHIGAN)

ss)

COUNTY OF OAKLAND)

Susan C. Myers, being first duly sworn, deposes and says:

1. That she is the duly authorized attorney for JPMORGAN CHASE BANK FORMERLY KNOWN AS THE CHASE MANHATTAN BANK SUCCESSOR BY MERGER TO CHASE BANK OF TEXAS NATIONAL ASSOCIATION, FORMERLY KNOWN AS TEXAS COMMERCE BANK, N.A. AS TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN TRUST 2005-FP1 BY: SAXON MORTGAGE SERVICES, INC. AS ITS ATTORNEY-IN-FACT and is familiar with the facts set forth herein.

2. This affidavit is being filed to declare the redemption amount in relation to the property located in the City of Detroit, County of Wayne further described as:

Lot 1067, East Detroit Development Company's Subdivision No. 2, as recorded in Liber 36, Page 20 of Plats, Wayne County Records.

Commonly Known as: 5575 Haverhill Tax ID #: WARD 21 ITEM NO. 070208

3. On or about September 30, 2004 a mortgage was executed between Edward Bell, a single man and Mortgage Electronic Registration Systems, Inc. for \$88,000 on September 30, 2004, recorded December 29, 2004 in Liber 41908, Page 898, Wayne County Records.

4. Said mortgage is currently held by JPMORGAN CHASE BANK FORMERLY KNOWN AS THE CHASE MANHATTAN BANK SUCCESSOR BY MERGER TO CHASE BANK OF TEXAS NATIONAL ASSOCIATION, FORMERLY KNOWN AS TEXAS COMMERCE BANK, N.A. AS TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN TRUST 2005-FP1 BY: SAXON MORTGAGE SERVICES, INC. AS ITS ATTORNEY-IN-FACT.

5. Said mortgage is scheduled for foreclosure on August 24, 2005 for, \$72,000.

6. Redemption must include \$72,000, plus interest at the rate of 7.8% from August 24, 2005; at a per diem amount of \$15.39; plus additional expenses for Taxes; Redemption of Senior Liens; Condominium Assessments; Homeowner Assessments; Community Association Assessments; or Premiums for Insurance Policies and Redemption Servicing Fee. An authorized computation of the above can be received only from the designee listed below.

7. The Redemption Servicing Fee, as allowed by Michigan Statute is \$200.00, plus recording costs. The servicing fee is payable to Orlans Associates, P.C. and will be added to the redemption amount.

TO ORDER A REDEMPTION COMPUTATION CALL:
ORLANS ASSOCIATES, P.C., REDEMPTION DEPARTMENT
P.O. Box 5041
Troy, MI 48067-5401
248-457-1000 x 291

ORLANS
P.O. Box 5041
Troy, MI 48067
(248) 457-1000
(248) 457-1001
fax

8. JPMORGAN CHASE BANK FORMERLY KNOWN AS THE CHASE MANHATTAN BANK SUCCESSOR BY MERGER TO CHASE BANK OF TEXAS NATIONAL ASSOCIATION, FORMERLY KNOWN AS TEXAS COMMERCE BANK, N.A. AS TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN TRUST 2005-FP1 BY: SAXON MORTGAGE SERVICES, INC. AS ITS ATTORNEY-IN-FACT hereby appoints Orlans Associates, P.C. as its designee and pursuant to MCLA 600.3240 declares that a computation of the amount to redeem done by any other than Orlans Associates, P.C. is subject to the designee's audit of said computation and such redemption funds are subject to rejection.

9. A written, official computation of the redemption amount will be prepared by Orlans Associates, P.C., within a reasonable period of time for any and all who request such a computation.

10. Any redemption made without a written, current, computation provided by Orlans Associates, P.C. will be subject to audit and potential subsequent rejection of said funds.

Li-43265

Pa-237

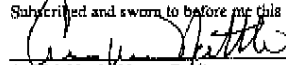
11. Attention: REGISTER OF DEEDS; DO NOT accept redemption funds without a written, current redemption computation from Orleans Associates, P.C. Acceptance of funds without an Orleans Associates, P.C. computation will subject that redemption to an audit and potential subsequent rejection of the redemption funds.

Further affiant sayeth not.



Susan C. Myers

Attorney for JPMORGAN CHASE BANK FORMERLY KNOWN AS THE CHASE MANHATTAN BANK
SUCCESSOR BY MERGER TO CHASE BANK OF TEXAS NATIONAL ASSOCIATION, FORMERLY KNOWN
AS TEXAS COMMERCE BANK, N.A. AS TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN TRUST
2005-RF1 BY: SAXON MORTGAGE SERVICES, INC. AS ITS ATTORNEY-IN-FACT
Subscribed and sworn to before me this 22nd day of August, 2005.



Ann M. Nuttle, Notary Public

Macomb County Acting in Oakland County, Michigan
My Commission Expires: 10/22/2007

Date Dated: 08/22/05

File Number: 244-1520

Drafted By & when recorded return to:

Susan C. Myers

ORLAND ASSOCIATES PC

P.O. Box 5041

Troy, Michigan 48067

(248) 457-1000

ORLAND ASSOCIATES PC

P.O. Box 5041
Troy, MI 48067
(248) 457-1000
(248) 457-1001 fax

EXHIBIT 2

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

EDWARD EUGENE BELL,

Plaintiff,

-vs-

06-628896-N2 10/12/2006
JDG PRENTIS EDWARDS
BELL EDWARD EUGENE
VS
JP MORGAN CHASE BANK

JP MORGAN CHASE BANK,

Defendant.

Edward Bell
Plaintiff, In *Pro Per*
5575 Haverhill
Detroit, MI 48224
Phone number unknown

Alternative address:
24121 Ithaca
Oak Park, MI
Phone number unknown

Timothy B. Myers (P48152)
ORLANS ASSOCIATES, P.C.
Attorney for Defendant
P.O. Box 5041
Troy, MI 48007-5041
248 457 1000

**AFFIDAVIT IN SUPPORT OF
DEFENDANT'S MOTION FOR SUMMARY DISPOSITION**

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

I, Deidra Molden, state as follows:

1. I am employed by Orlans Associates, PC as the Manager of the Evictions
 Department.

2. I have personal knowledge of the facts and circumstances surrounding the above captioned lawsuit, including all relevant records and documents.
3. In my capacity as Manager of the Evictions Department I oversee the eviction of properties in the city of Detroit, such as the property at issue in this lawsuit.
4. My Department was retained by JP Morgan Chase to handle the foreclosure of the subject property after the Plaintiff defaulted on his payment obligations.
5. My Department completed the foreclosure and the property was sold at sheriff's sale, and when Plaintiff refused to vacate the premises JP Morgan Chase requested my Department initiate eviction/summary proceedings.
6. My Department did initiate those proceedings, and successfully obtained a Judgment of Possession.
7. **However, my Department did not evict Plaintiff from his property in April, 2006 as he alleges in his Complaint.**
8. Further, I have spoken with the Court Officer whose name appears on the Notice of Eviction (that is attached to Plaintiff's Complaint), and he confirmed to me that he did not evict this property, and further that he was never even assigned to this property.
9. Having examined all the pertinent information available to me, I am satisfied that even if Plaintiff's property was removed from the premises and a "Notice" posted in the window (as Plaintiff alleges in the Complaint), that conduct was not initiated or otherwise undertaken at the

direction of my office or my client, or by the Court Officer listed on the
Notice of Eviction.

Further, affiant saith not.

Deidra Molden
Name: Deidra Molden
Title: Manager, Eviction Department

Subscribed and sworn before me on this
8th day of December, 2006

Sonya Haberski
Sonya Haberski

Notary Public, Macomb County acting in Oakland
My Commission Expires: 11-13-07

SONYA HABERSKI
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Nov 13, 2007
ACTING IN THE COUNTY OF Oakland

Exhibit 3

BILL OF SALE

FILE NO: 400593

SELLERS: Anthony D. Black
5575 Haverhill
Detroit, Michigan 48224

PURCHASER: Edward Bell
24121 Ithaca
Oak Park, Michigan 48237

CLOSING DATE: September 30, 2004

The Seller has sold to the Purchaser certain real estate more commonly known as:


5575 Haverhill, Detroit, Michigan 48224

For the sum of One Dollar (\$1.00) and other good and valuable consideration paid to Seller by Purchaser, Seller has bargained and sold, and by these presents does grant and convey unto Purchaser, all of the following goods and chattels which are owned by and in the possession of Seller at the subject property. All items on the preprinted purchase agreement and the following:

Seller agrees to Warrant and Defend the sale of said goods and chattels against any and all person or persons whomsoever.

Seller acknowledges that the consideration for the sale of said goods and chattels was actual and adequate and that said sale was in good faith for the purposes herein set forth and not for the purpose of security or for defrauding creditors.

WITNESSES:



Anthony D. Black

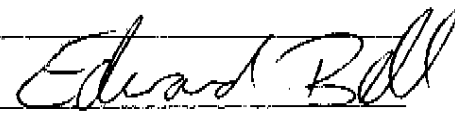


EXHIBIT 4

03531204 FEB 24 2005

LI-42517 Pa-384
205166133 4/19/2005
Bernard J. Youngblood
Wayne Co. Registrar of Deeds

STATE OF MICHIGAN
WAYNE COUNTY
APRIL 14, 2005
RECEIPT #48156



REAL ESTATE
TRANSFER TAX
\$ 121.00-00
\$ 825.00-87
STAMP #100518768

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That Anthony D. Black, a single man, whose address is, 5575 Haverhill, Detroit, MI 48224, Convey(s) and Warrant(s) to Edward Bell, a single man, whose address is 5575 Haverhill, Detroit, MI 48224 the following described premises:

Land in the City of Detroit, County of Wayne, State of Michigan, described as:
Lot 1067, East Detroit Development Company's Subdivision No. 2, as recorded in Liber 36, Page 20 of Plate, Wayne County Records.

5575 Haverhill

Tax Parcel No. Ward 21 Item 070208

For the sum of One Hundred Ten Thousand dollars and Zero cents (\$110,000.00), subject to the existing building and use restrictions, easements, and zoning ordinances of record, if any.

Dated September 30, 2004.

Signed in the presence of

Signed

Anthony D. Black

State of Michigan)

County of Wayne)

On this, before me personally appeared Anthony D. Black, a single man, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

N.K. TAYLOR
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Aug 4, 2008
acting as

Notary Public
County, Michigan
My Commission Expires: 8/4/08

Drafted by: Diane M. Rowe, City Title Agency, Inc., 18020 Mack Ave., Grosse Pointe, MI 48230

When recorded return to City Title Agency, Inc., 18020 Mack Ave., Grosse Pointe, MI 48230

Recording Fee 27.00 State Transfer Tax 825.00 County Transfer Tax 121.00
County Treasurer's Certificate City Treasurer's Certificate

This is to certify that there are no tax liens or other claims on this property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT
No. 8904 E-14 Date 2-15-05
WAYNE COUNTY TREASURER Clerk

This is to certify that there are no tax liens or other claims on this property and that taxes are paid for FIVE YEARS previous to date of this instrument.

JAN 13 2005

No. 524 Clerk J. Smith
Treasurer, City of Detroit

CITY TITLE AGENCY, INC.
18020 MACK AVENUE
GROSSE POINTE, MI 48230

WD/P/SR

94600

Exhibit 5

Exhibit

D

Original - Court	1st copy - Defendant	2nd copy - Defendant	3rd copy - Plaintiff
STATE OF MICHIGAN 36th JUDICIAL DISTRICT		JUDGMENT LANDLORD - TENANT	
CASE NO. 06 306 862 LT			

Court address
421 Madison Ave., Detroit, MI 48226

Court telephone no.
313-965-3177

Plaintiff
JPMORGAN CHASE BANK FORMERLY KNOWN AS THE
CHASE MANHATTAN BANK SUCCESSOR BY MERGER TO
CHASE BANK OF TEXAS NATIONAL ASSOCIATION,
FORMERLY KNOWN AS TEXAS COMMERCE BANK, N.A. AS
TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN TRUST
2005-FF1 BY: SAXON MORTGAGE SERVICES, INC. AS ITS
ATTORNEY-IN-FACT c/o Plaintiff's Attorney

V

Defendant(s)
Edward Bell
And all other occupants

Susan C. Myers P49740
Orlans Associates, PC
2501 Rochester Court
Troy, MI 48083
248-457-1000

Plaintiff/Attorney _____ Personal Service

Edward Bell
And all other occupants
5575 Haverhill
Detroit, MI 48224

Defendant/Attorney _____ Personal Service

THE COURT FINDS:

by ☒ hearing _____ default _____ consent**

*For a defendant on active military duty, default judgment shall not be entered except as provided by the Service Members Civil Relief Act.

POSSESSION JUDGMENT

- ☒ 1. The plaintiff has a right to possession.
 _____ 2. There is now due to plaintiff:
 a. Rent to retain possession \$ _____
 b. Costs \$ _____
 c. Total \$ _____
 _____ 3. The defendant has a right to possession.

TO THE DEFENDANT

4. _____ a. An order evicting you (writ of restitution) will be issued unless you pay the plaintiff or the court the amount due in item 2.c. above or unless you move out on or before _____ Date _____

OR

- ☒ b. An order evicting you (writ of restitution) will be issued on or after 3-28-06 _____ Date _____ unless you move.

- ☒ 5. You may be liable for money damages after you move if additional rent is owed or if there is damage to the property.

- _____ 6. Acceptance of partial payment of the total amount due in item 2.c. above _____ will _____ will not prevent a writ of restitution from being issued.

- ☒ 7. No money judgment is entered at this time.

MONEY JUDGMENT

- _____ 8. A possession judgment was previously entered.

- _____ 9. A money judgment is entered as follows:

a. Damages	\$ _____
b. Costs	\$ _____
c. Total	\$ _____

This judgment will earn interest at statutory rates.

10. FURTHER ORDERS:

11. **YOU ARE ADVISED** that you may file a motion for a new trial, a motion to set aside a default judgment, or file an appeal and appeal bond. This must comply with all court rules and must be filed in court by 3/27/06 Date _____
 You may want legal help.

- _____ 12. MCR 4.201(1) was explained to all parties.

Date 3/16/06 Judge _____
CERTIFICATE OF MAILING: I certify that on this date a copy of the above judgment was mailed to the plaintiff and defendant at their last known addresses, by ordinary mail, unless otherwise indicated.

**Approved:

3/16/06 Date _____

Plaintiff/Attorney

Date

Defendant/Attorney

3-16-06 Brenda Dams
 Date Deputy clerk

244.1520

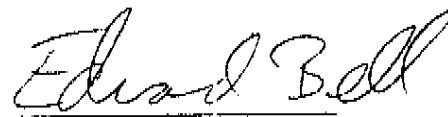
EXHIBIT 6

To JP MORGAN CHASE BANK
2501 Rochester Court
Troy, Mi 48083
Date February 1st, 2006


UNILATERAL CONTRACT

To whom it may concern:

This letter is a offer of an unilateral contract of a rental agreement, if JP MORGAN CHASE BANK or anyone acting on behalf of JP MORGAN CHASE BANK take possession of my property located at 5575 Haverhill St. in the City of Detroit, State of Michigan Lot 1067, East Detroit Development Company's Subdivision No.2 as recorded in Liber 36, Page 20 of Plats, Wayne County Records, most commonly known as 5575 Haverhill Detroit, Mi 48224 agree to a one year rental agreement of \$15,000 a month for one year which is due upon possession. If the procedure is done by force or unlawful JP MORGANCHASE BANK agrees to pay the amount of \$50,000 a month for one year . Money due upon possession if lawful possession the sum of \$180,000.00 if unlawful \$600,000.00. The notary seal and signature is a surety as a witness and a proof of service that she will send a copy of this unilateral contract sent first class mail to JP MORGAN CHASE BANK authorize representative address above and she will in fact keep a copy for her self as proof and her records .



Edward Bell



Notary

YVONNE CROSS
Notary Public, Wayne County, MI
My Commission Expires Dec. 4, 2007

